



Financial and Administrative Services Department- Purchasing Division

RFQ No 367-OC5479

**NOTICE OF REQUEST FOR QUALIFICATIONS (RFQ) FOR PROFESSIONAL SERVICES
TO PROVIDE COMMISSIONING SERVICES FOR THE CRISIS DIVERSION FACILITY**

Orange County, North Carolina is releasing this Request for Qualifications (hereafter 'RFQ') seeking responses from qualified consultants to provide commissioning services for the Crisis Diversion Facility. The facility will be located on Waterstone Drive in Hillsborough, North Carolina, next to the UNC Health Hospital. This scope shall include but not be limited to assuring all systems and components of all major equipment, the buildings or similar were designed, installed and testing according to the operational requirements of Orange County.

Statements of Qualifications are due by 2:00PM on April 27, 2026. Please email the Statements of Qualification to the Purchasing Manager at finance-purchasing@orangecountync.gov

For information related to specifics of the Statement of Qualifications please contact:

Alan Dorman

Asset Management Services Director

adorman@orangecountync.gov

All questions related to this RFQ must be submitted to Alan Dorman at adorman@orangecountync.gov copying finance-purchasing@orangecountync.gov by April 13, 2026. All responses to submitted questions will be published in the form of an addendum on the County's website at <https://www.orangecountync.gov/Bids.aspx> on April 20, 2026

Any questions on the bidding procedures, please contact the Purchasing Division at finance-purchasing@orangecountync.gov

Orange County reserves the right to reject any and all Statements of Qualifications.

1. Project Description:

Crisis Diversion Facility – The Crisis Diversion Facility is intended to divert individuals experiencing a behavioral health crisis from hospital emergency departments and the County’s Detention Center by offering 1.) Behavioral health urgent care services for assessment, stabilization, treatment, and aftercare planning for patients 4 years old and older and 2.) Facility-based crisis services for adults for longer-term treatment. The facility will be a 21,146 sq. ft. single-story building with 12 behavioral Health Urgent Care bays and 16 facility-based care beds. CPL is the designer for this facility. The project delivery for these projects will be single prime Construction Manager at Risk (CMAR) in accordance with the State of North Carolina. The current CMAR is Gilbane.

2. Scope of Work

The selected Consultant shall provide comprehensive commissioning services for the Crisis Diversion Facility to ensure that all building systems and components are designed, installed, tested, operated, and maintained in accordance with the Owner’s Project Requirements (OPR), applicable codes, and industry best practices. The Consultant shall act as an independent third party representing the interests of Orange County throughout all phases of the project.

The scope of services shall include, but not be limited to, the following:

A. Pre-Design / Design Phase Services

The Consultant shall review and validate the Owner’s Project Requirements (OPR) and assist in the development of commissioning-related project documentation. The Consultant shall provide design-phase commissioning services, including review of basis of design (BOD) documentation and construction documents at appropriate milestones (e.g., schematic design, design development, and construction documents). Reviews shall focus on system performance, maintainability, energy efficiency, constructability, and compliance with applicable standards. The Consultant shall provide written comments and recommendations to the design team and Owner.

B. Construction Phase Services

The Consultant shall coordinate with the Construction Manager at Risk (CMAR), design team, and subcontractors to implement the commissioning process during construction. Services shall include review and approval of commissioning submittals, development of pre-functional and functional performance test procedures, and verification that installation of systems is consistent with the design intent and contract documents.

The Consultant shall perform site visits to observe installation progress and identify deficiencies. The Consultant shall maintain a commissioning issues log and track all items through resolution. The Consultant shall also verify that required documentation, including operation and maintenance manuals, is complete and accurate.

C. Systems to be Commissioned

The commissioning scope shall include all major building systems, including but not limited to:

- HVAC and mechanical systems
- Electrical and power distribution systems
- Lighting and lighting controls
- Building automation and control systems
- Plumbing systems

- Fire protection and life safety systems
- Security and access control systems (as applicable)
- Any additional systems identified by the Owner as critical to facility operations

D. Functional Performance Testing

The Consultant shall develop and execute functional performance tests to verify that all commissioned systems operate in accordance with the OPR and design intent. Testing shall include normal operation, failure modes, and integrated system performance where applicable. The Consultant shall coordinate testing activities with the contractor and relevant subcontractors and document all results.

E. Training and Documentation

The Consultant shall verify that adequate training is provided to Owner staff for all commissioned systems. The Consultant shall review training materials and attend training sessions as needed to ensure completeness and effectiveness. The Consultant shall also verify that all required closeout documentation is complete, organized, and submitted to the Owner.

F. Commissioning Plan and Reports

The Consultant shall develop and maintain a Commissioning Plan outlining the commissioning process, roles and responsibilities, and schedule of activities. The Consultant shall provide regular progress reports to the Owner throughout the project.

At project completion, the Consultant shall provide a final Commissioning Report summarizing all commissioning activities, test results, outstanding issues, and confirmation that systems meet the Owner's Project Requirements.

G. Post-Construction / Warranty Phase Services

The Consultant shall provide post-construction commissioning support, including participation in warranty walkthroughs and seasonal testing as appropriate. The Consultant shall assist the Owner in identifying and resolving system performance issues that arise during the warranty period.

3. Submittal Requirements

One electronic copy of the statement of qualifications must be submitted, marked with the RFQ title, "**RFQ No 367-OC5479: Commissioning Services for the Crisis Diversion Facility**" to Jovana Amaro, Purchasing Manager, by 2:00 P.M. on April 27, 2026. Proposals received after the date and time specified in this RFQ will not be considered. Submittals must be less than 15 MB in size.

The selection committee will appreciate proposals that are direct and to the point. Extraneous marketing materials are not considered helpful but can be placed in an appendix that may or may not be reviewed by the committee at its option.

All proposals should include the following sections, presented as numbered here:

Section 1 – Cover Letter

The submittal shall include a formal cover letter expressing the Consultant's interest in providing commissioning services for the project. The letter shall identify the full legal name and address of the Consultant, including the location of the firm's headquarters.

The cover letter shall designate a primary contact for the project and include, at a minimum, the individual's name, title, email address, and telephone number. In addition to the required information, the cover letter shall provide a concise narrative introducing the Consultant and project team. The narrative shall summarize the team's qualifications and clearly describe the factors that distinguish the Consultant from other firms. This description should address relevant experience, technical expertise, project approach, and familiarity with local or regional requirements.

Section 2 – Firm Information & Team Identification

2.1 Firm and Sub-Consultant Information

The Consultant shall provide information for the prime firm and all proposed sub-consultants. This information shall include the full legal name and address of each firm, all office locations, and primary contact information.

The submittal shall clearly identify the lead firm and define the role and responsibility of each participating firm as it relates to the proposed project team.

2.2 Firm Overview

For each firm identified, the Consultant shall provide a brief narrative describing the firm's history, areas of expertise, and typical services offered. The description shall highlight relevant capabilities and experience that demonstrate the firm's ability to successfully contribute to the project.

2.3 Licensing & Certifications

The Consultant shall provide documentation demonstrating that the firm is properly licensed to practice in the State of North Carolina.

The submittal shall also include a list of relevant professional certifications held by the firm and its staff. Certifications should be clearly identified and demonstrate qualifications applicable to the services described in this RFQ.

Section 3 – Organizational Structure & Staffing

3.1 Organizational Chart

The Consultant shall provide an organizational chart illustrating the structure of the proposed project team. The chart shall identify the lead firm and all sub-consultants and shall clearly define roles and responsibilities.

The organizational chart shall depict reporting relationships and lines of authority, as well as communication pathways among team members, including both formal reporting structures and informal coordination.

3.2 Key Project Personnel

The Consultant shall identify key project personnel who will be assigned to the project, including the Project Manager and core technical staff. For each individual, the submittal shall include name, title, office location, and assigned role on the project.

A summary of each individual's relevant experience, including years of experience and tenure in their current position, shall be provided.

3.3 Resumes (Brief)

The Consultant shall include brief resumes for the Project Manager, key technical staff, and any proposed sub-consultants. Each resume shall include professional registrations (with applicable

states), relevant project experience, roles performed on similar projects, and areas of specialized expertise.

3.4 Availability & Commitment

The Consultant shall describe the anticipated level of involvement and time commitment for each key team member. The submittal shall confirm that the identified personnel will remain assigned to the project for its duration, unless otherwise approved by the Owner.

Section 4 – Professional Qualifications & Capabilities

4.1 Firm Qualifications

The Consultant shall provide a narrative describing the firm's professional qualifications and demonstrated ability to perform commissioning services. The narrative shall include experience with projects of similar scope and complexity and shall highlight the technical expertise and strengths of the firm's staff.

4.4 Financial Capacity

The Consultant shall provide a statement addressing the firm's financial stability and its capacity to successfully complete a project of this size and scope.

Section 5 – Experience & Past Performance

5.1 Relevant Project Experience

The Consultant shall provide descriptions of a minimum of five (5) projects completed within the past five (5) years that demonstrate experience performing commissioning services. Projects shall be similar in scope and complexity to the proposed project.

For each project, the Consultant shall include the project name and location, a brief description and relevance to the current project, the scope of services provided, and the overall project size and construction cost. The submittal shall also include the associated fee and fee percentage.

Schedule information shall be provided, including original and final completion dates, along with explanations for any delays. The Consultant shall also include information regarding any errors and omissions associated with the project and identify key team members involved.

5.2 Project Contacts

For each project listed, the Consultant shall provide contact information for key project participants, including the Owner's representative, Architect/Engineer, and General Contractor. Contact information shall include name, telephone number, and email address.

5.3 Reference Letters

The Consultant shall provide three (3) reference letters from one (1) of the projects listed in Section 5.1. The letters shall include one from the Owner, one from the Architect/Engineer, and one from the General Contractor.

5.4 Additional Performance Information

The Consultant may provide additional information demonstrating the firm's experience and past performance. This may include descriptions of unique challenges encountered, innovative solutions developed, measurable project successes, and lessons learned that have informed the firm's current practices.

Section 6 – Project Approach

The Consultant shall provide a narrative describing its approach to the project. The response shall demonstrate an understanding of the project goals, program requirements, and overall context. The narrative shall identify key factors influencing the proposed approach and describe the commissioning strategy and methodology that will be implemented to achieve successful project outcomes.

Section 7 – Anticipated Schedule

The Consultant shall provide an estimated schedule for completion of the work. The schedule shall identify major phases and key milestones associated with the commissioning process and demonstrate the Consultant's ability to complete the work within an efficient and reasonable timeframe.

Section 8 – Compliance & Other Requirements

8.1 Insurance

The Consultant shall provide a statement confirming its ability to meet the insurance requirements established by the County.

http://www.orangecountync.gov/departments/purchasing_division/contracts.php.

8.2 Legal History

The Consultant shall provide a list of any lawsuits related to commissioning services in which the firm has been involved within the past five (5) years. For each case, a brief description and the outcome or resolution shall be included.

8.3 Orange County Forms:

- Acknowledgement of receipt of any addenda.
- E-Verify: HB789 imposes E-Verify requirements on contractors who enter into certain contracts with state agencies and local governments. The legislation specifically prohibits governmental units from entering into certain contracts “unless the contractor and the contractor’s subcontractors comply with the requirements of Article 2 of Chapter 65 of the General Statutes.” (Article 2 of Chapter 65 establishes North Carolina’s E-Verify requirements for private employers.) It is important to note that the verification requirement applies to subcontractors as well as contractors. The new laws specifically prohibit governmental units from entering into contracts with contractors who have not (or their subcontractors have not) complied with E-Verify. Notarize the attached affidavit and include it with your submittal.
- Orange County Non-Discrimination Certification form. Complete the attached form and include it with your submittal.
- Supplemental Vendor Information: Historically Underutilized Businesses form. Complete the attached form and include it with your submittal.

4. Selection Process and Selection Criteria

Proposals received will be reviewed for completeness and inclusion of the information specified in the submittal requirements. Proposals will be evaluated on the following criteria:

A. Understanding of Project & Approach - 20 Points

Demonstrated understanding of the project, including program requirements, commissioning scope, and overall project context. Evaluation will consider the clarity, feasibility, and effectiveness of the proposed commissioning approach and methodology.

B. Relevant Experience & Past Performance - 30 Points

Experience providing commissioning services for projects of similar size, scope, and complexity within the past five (5) years. Evaluation will include project outcomes, adherence to schedule, reference feedback, and overall team performance.

C. Team Qualifications & Staffing - 30 Points

Qualifications of the firm and proposed project team, including key personnel, organizational structure, relevant experience, certifications, and demonstrated ability to successfully deliver commissioning services. Consideration will also be given to the roles, responsibilities, and level of involvement of assigned staff.

D. Responsiveness & Capacity to Deliver - 20 Points

Overall responsiveness of the proposal, including completeness, clarity, and organization. Evaluation will also consider the firm’s capacity to perform the work within the proposed schedule, financial stability, and ability to deliver services without disruption to the construction timeline.

Depending on the number of proposals received, the County may choose a single firm from the information submitted; or, several firms may be selected to a “short list” and invited to make an oral presentation, at the County’s sole discretion.

Professional services fees are not to be submitted at this time and will be negotiated with the firm deemed most responsive and qualified. If an acceptable fee cannot be negotiated, the second-ranked firm will be contacted.

Details of SOQ Submission

SOQ, subject to the conditions made a part hereof, will be accepted until 2:00 P.M., on April 27, 2026, for furnishing services described herein. A tentative timeline is provided below:

Table 1: RFQ Timeline

Date	Event
03/27/2026	Distribution of RFQ
04/13/2026	Questions due in writing by 5:00 P.M. to Alan Dorman at adorman@orangecountync.gov and finance-purchasing@orangecountync.gov
04/20/2026	Answers to questions received will be published on the County website at https://www.orangecountync.gov/Bids.aspx
04/27/2026	Proposals due by 2:00 P.M. (See Electronic Delivery below)
TBD	Contract Effective Date

Critical updated information may be included in Addenda to this RFQ. It is important that all firms proposing on this RFQ periodically check the Orange County's website <https://www.orangecountync.gov/bids.aspx> for any Addenda that may be issued prior to the bid opening date. All Providers shall be deemed to have read and understood all information in this RFQ and all Addenda thereto.

Electronic Delivery

The Statements of Qualifications must be submitted as a pdf file attached to an e-mail message and sent to finance-purchasing@orangecountync.gov with the following inserted in the "subject" line of the e-mail: " RFQ 367-OC5479 for Commissioning Services for the Crisis Diversion Facility"

Preparation Costs:

Orange County will not pay any cost associated with the preparation, submittal, presentation, or evaluation of any statements of qualification.

Business Registration

The firm selected under this RFQ will be required to have an active business registration with the North Carolina Secretary of State.

Open Records

Information submitted to Orange County is considered public record and may be subject to disclosure under the North Carolina Public Records Law (N.C. Gen. Stat. Chapter 132).

The County will consider requests to withhold trade secrets from disclosure to the extent permitted by North Carolina General Statutes § 132-1.2. Any material claimed as a trade secret must be clearly marked "CONFIDENTIAL" in boldface at the top and bottom of each applicable page or section.

The designation of information as confidential does not guarantee that it will be withheld from public disclosure. The determination of whether information qualifies as a trade secret will be made by the County in accordance with applicable law.

Attached is a sample of the Services Agreement Contract that will be used.

SUBMIT WITH PROPOSAL

ADDENDUM ACKNOWLEDGEMENT FORM

Consultants must acknowledge receipt of addendums posted by Orange County before the RFP/RFQ deadline. Please initial for Addendums received.

Addendum No 1 _____

Addendum No 2 _____

Addendum No 3 _____

SUBMIT WITH PROPOSAL

STATE OF NORTH CAROLINA

AFFIDAVIT

ORANGE COUNTY

I, _____ (the individual attesting below), being duly authorized by and on behalf of _____ (the entity bidding on project hereinafter "Employer") after first being duly sworn hereby swears or affirms as follows:

1. Employer understands that E-Verify is the federal E-Verify program operated by the United States Department of Homeland Security and other federal agencies, or any successor or equivalent program used to verify the work authorization of newly hired employees pursuant to federal law in accordance with NCGS §64-25(5).
2. Employer understands that Employers Must Use E-Verify. Each employer, after hiring an employee to work in the United States, shall verify the work authorization of the employee through E-Verify in accordance with NCGS§64-26(a).
3. Employer is a person, business entity, or other organization that transacts business in this State and that employs 25 or more employees in this State. (mark Yes or No)
 - a. YES _____, or
 - b. NO _____
4. Employer's subcontractors comply with E-Verify, and if Employer is the winning bidder on this project Employer will ensure compliance with E-Verify by any subcontractors subsequently hired by Employer.

This ____ day of _____, 20__.

Signature of Affiant
Print or Type Name: _____

State of North Carolina, _____ County

Signed and sworn to (or affirmed) before me, this the ____
day of _____, 20__.

My Commission Expires:

Notary Public

||
||
(Affix Official/Notarial Seal)

SUBMIT WITH PROPOSAL

ORANGE COUNTY NONDISCRIMINATION CERTIFICATION

The undersigned bidder or proposer hereby certifies and agrees that the following information is correct:

1. In preparing its enclosed bid or proposal, the undersigned bidder or proposer has considered all bids and proposals submitted from qualified, potential subcontractors and suppliers, and has not engaged in discrimination as defined in Section 12-52 of the Orange County Non-discrimination Ordinance.
2. Without limiting any other remedies that Orange County may have for a false certification, it is understood and agreed that, if this certification is false, such false certification will constitute grounds for Orange County to reject the bid or proposal submitted with this certification, and terminate any contract awarded based on such bid or proposal. It shall also subject the bidder or proposer to disqualification from participating in county contracts or bid processes for up to two years.
3. As a condition of contracting with Orange County, the undersigned bidder or proposer agrees to promptly provide to Orange County all information and documentation that may be requested by Orange County from time to time regarding the solicitation and selection of suppliers and subcontractors in connection with this solicitation process. Failure to maintain or failure to provide such information constitutes grounds for Orange County to reject the bid or proposal and to terminate, without penalty to Orange County, any contract awarded on such bid or proposal. All such information and documentation shall be maintained for a period of three years after the expiration of the contract.
4. As part of its bid or proposal, the undersigned bidder or proposer shall provide to Orange County a list of all instances within the past ten years where a complaint was filed or pending against bidder or proposer in a legal or administrative proceeding alleging that bidder or proposer discriminated against its subcontractors, vendors, suppliers, or commercial customers, and a description of the status or resolution of that complaint, including any remedial action taken.
5. As a condition of submitting a bid or proposal to Orange County the undersigned bidder or proposer agrees to comply with the Orange County Non-discrimination Ordinance. Falsification of this certification shall constitute a violation of the Orange

County Non-Discrimination Ordinance and shall be grounds for rejection of the bid or proposal or termination of an existing contract, without fault or further obligation to Orange County.

6. As a condition of submitting a bid or proposal to Orange County the undersigned bidder or proposer agrees that Orange County may consider the information submitted as part of this certification in its determination of the responsibility of the undersigned bidder or proposer. The undersigned bidder or proposer, as the case may be, waives the right to challenge the rejection of a bid or proposal when such rejection is based, in its entirety, on information submitted as part of this certification.

The bidder or proposer certifies the undersigned has full authority to sign on its behalf.

By: _____

Printed Name and Title

On behalf of _____

Company or Corporate name

SUBMIT WITH PROPOSAL

Supplemental Vendor Information: HISTORICALLY UNDERUTILIZED BUSINESSES

Vendor Name: _____ **Date:** _____

Per G.S. 143-128.4, Historically Underutilized Businesses (HUBs) consist of minority, women and disabled business firms that are at least fifty-one percent (51%) owned and operated by an individual(s) who are members of the following groups: Black, Hispanic, Asian American, American Indian, Female, Disabled, Disadvantaged.

The Vendor shall respond to question No 1 and No 2 below.

1) Is Vendor a Historically Underutilized Business? **Yes** **No**

If yes, please select from the following:

- | Ethnicity: | Gender | Disabled |
|---|--|-------------------------------------|
| <input type="checkbox"/> Black | <input type="checkbox"/> Male | <input type="checkbox"/> Yes |
| <input type="checkbox"/> Hispanic | <input type="checkbox"/> Female | <input type="checkbox"/> No |
| <input type="checkbox"/> Asian American | | |
| <input type="checkbox"/> American Indian | | |

2) Is Vendor Certified with North Carolina as a Historically Underutilized Business? **Yes** **No**

If so, state HUB classification: _____

Any questions concerning NC HUB certification, contact the [North Carolina Office of Historically Underutilized Businesses](#) at (919) 807-2330.

SAMPLE - DO NOT FILL OUT

ATTACHMENT F

[Departmental Use Only]
TITLE
FY

NORTH CAROLINA

SERVICES AGREEMENT RFP/RFQ

ORANGE COUNTY

This Services Agreement (hereinafter "Agreement"), made and entered into this _____ day of _____, 20____, ("Effective Date") by and between Orange County, North Carolina a political subdivision of the State of North Carolina (hereinafter, the "County") and _____, (hereinafter, the "Provider").

WITNESSETH:

That the County and Provider, for the consideration herein named, do hereby agree as follows:

1. Services

a. Scope of Work.

- i) This Services Agreement ("Agreement") is for services to be rendered by Provider to County with respect to (*insert type of project*):
- ii) By executing this Agreement, the Provider represents and agrees that Provider is qualified to perform and fully capable of performing and providing the services required or necessary under this Agreement in a fully competent, professional and timely manner.
- iii) Time is of the essence with respect to this Agreement.
- iv) The services to be performed under this Agreement consist of Basic Services, as described and designated in Section 3 hereof. Compensation to the Provider for Basic Services under this Agreement shall be as set forth herein.

2. Responsibilities of the Provider

- a. Services to be provided. The Provider shall provide the County with all services required in Section 3 to satisfactorily complete the Project within the time limitations set forth herein and in accordance with the highest professional standards.
- b. Standard of Care.
 - i) The Provider shall exercise reasonable care and diligence in performing services under this Agreement in accordance with the highest generally accepted standards of this type of Provider practice throughout the United States and in accordance with applicable federal, state and local laws and regulations applicable to the performance of these services. Provider is solely responsible for the professional

quality, accuracy and timely completion and submission of all work related to the Basic Services.

- ii) Provider shall be responsible for all errors or omissions of its agents, contractors, employees, or assigns in the performance of the Agreement. Provider shall correct any and all errors, omissions, discrepancies, ambiguities, mistakes or conflicts at no additional cost to the County.
- iii) The Provider shall not, except as otherwise provided for in this Agreement, subcontract the performance of any work under this Agreement without prior written permission of the County. No permission for subcontracting shall create, between the County and the subcontractor, any contract or any other relationship.
- iv) Provider is an independent contractor of County. Any and all employees of the Provider engaged by the Provider in the performance of any work or services required of the Provider under this Agreement, shall be considered employees or agents of the Provider only and not of the County, and any and all claims that may or might arise under any workers compensation or other law or contract on behalf of said employees while so engaged shall be the sole obligation and responsibility of the Provider.
- v) If activities related to the performance of this Agreement require specific licenses, certifications, or related credentials Provider represents that it or its employees, agents and subcontractors engaged in such activities possess such licenses, certifications, or credentials and that such licenses certifications, or credentials are current, active, and not in a state of suspension or revocation.
- vi) Should this Agreement involve project designs, the construction or creation of which is to be bid out or fulfilled by other contractors, and bidding or negotiation with contractors produce prices which, when added to the other elements of the approved total project cost, produce a cost that is in excess of the approved total project cost, the Provider shall participate with the County in negotiation and design adjustments to the extent such are necessary to obtain prices within the approved total project cost. All activity of the Provider with respect to these matters shall constitute Basic Services and shall be performed by the Provider without additional compensation. If negotiation and design adjustments fail to bring costs within the total project cost the County may reject all bids and Provider will redesign or reduce portions of the project in an effort to reduce the bid prices to within the total project cost and rebid the project. One such redesign is included within Basic Services. If this second letting for bids does not produce bids that are within the approved total project cost initially or after negotiations with the contractor the cost is not reduced to an amount within the total project cost, the Provider is not obligated to engage in further redesign.

3. Basic Services

a. Basic Services.

- i) The Provider shall perform as Basic Services the work and services described herein and as specified in the County’s Request for Proposals or Request for Qualifications (the “RFP”) “RFP Number _____ for “_____” issued _____, 20_____, and the Provider’s proposal, which are fully incorporated and integrated herein by reference together with Attachments _____ (designate all attachments). In the event a term or condition in any referenced document or attachment conflicts with a term or condition of this Agreement the term or condition in this Agreement shall control. Should such conflict arise the priority of documents shall be as follows: This Agreement, the County’s RFP together with attachments, Provider’s Proposal together with attachments.
- ii) The Basic Services will be performed by the Provider in accordance with the following schedule: (Insert milestones task list, dates and fees. If milestones are not established mark N/A under Milestone Task 1.)

<u>Milestone Task</u>	<u>Milestone Date</u>	<u>Milestone Fee</u>
1.		
2.		
3.		
4.		
5.		
6.		
7.		
8.		
9.		
10.		

- iii) Should County reasonably determine that Provider has not met the Milestone Dates established in Section 3(a)(ii), County shall notify Provider of the failure to meet the Milestone Date. The County, at its discretion may provide the Provider seven (7) days to cure the breach. County may withhold the accompanying payment without penalty until such time as Provider cures the breach. In the alternative, upon Provider’s failure to meet any Milestone Date the County may modify the Milestone Date schedule. Should Provider or its representatives fail to cure the breach within seven (7) days, or fail to reasonably agree to such modified schedule, County may immediately terminate this Agreement in writing, without penalty or incurring further obligation to Provider. This section shall not be interpreted to limit the definition of breach to the failure to meet Milestone Dates.

4. Duration of Services

- a. Term. The term of this Agreement shall be from _____ to _____.
- b. Scheduling of Services
 - i) The Provider shall schedule and perform its activities in a timely manner so as to meet the Milestone Dates listed in Section 3.

- ii) Should the County determine that the Provider is behind schedule, it may require the Provider to expedite and accelerate its efforts, including providing additional resources and working overtime, as necessary, to perform its services in accordance with the approved project schedule at no additional cost to the County.
- iii) The Commencement Date for the Provider's Basic Services shall be _____.

5. Compensation

- a. Compensation for Basic Services. Compensation for Basic Services shall include all compensation due the Provider from the County for all services satisfactorily (as determined by the County) performed pursuant to this Agreement. The maximum amount payable for Basic Services is _____ Dollars (\$ _____). In the event the amount stated on an invoice is disputed by the County, the County may withhold payment of all or a portion of the amount stated on an invoice until the parties resolve the dispute. Payment for Basic Services shall become due and payable in direct proportion to satisfactory services performed and work accomplished. Payments will be made as Project milestones as set out in Section 3(a)(ii) are achieved up to the corresponding milestone fee. *(For example, Provider may invoice for the amount listed as the milestone fee corresponding to the first milestone task upon County's acknowledgement of the satisfactory completion of Task one. Upon the County's acknowledgement that the second Task has been satisfactorily completed Provider may invoice for that corresponding milestone fee.)* Milestone fees shall be the maximum amount payable for its corresponding milestone task which shall not be altered except by written amendment.
- b. Additional Services. County shall not be responsible for costs related to any services in addition to the Basic Services performed by Provider unless County requests such additional services in writing and such additional services are evidenced by a written amendment to this Agreement.

6. Responsibilities of the County

- a. Cooperation and Coordination. The County has designated (_____) to act as the County's representative with respect to the Project who shall have the authority to render decisions within guidelines established by the County Manager or the County Board of Commissioners and who shall be available during working hours as often as may be reasonably required to render decisions and to furnish information.

7. Insurance

- a. General Requirements. Provider shall obtain, at its sole expense, Commercial General Liability Insurance, Automobile Insurance, Workers' Compensation Insurance, and any additional insurance as may be required by County's Risk Manager as such insurance requirements are described in the Orange County Risk Transfer Policy and Orange County Minimum Insurance Coverage Requirements (each document is incorporated herein by reference and may be viewed at http://www.orangecountync.gov/departments/purchasing_division/contracts.php.) If

County's Risk Manager determines additional insurance coverage is required such additional insurance shall consist of _____ (if no additional insurance required mark N/A as being not applicable). Provider shall not commence work until such insurance is in effect and certification thereof has been received by the County's Risk Manager.

8. Indemnity

- a. Indemnity. To the extent authorized by North Carolina law the Provider agrees, without limitation, to defend, indemnify and hold harmless the County from all loss, liability, claims or expense, including attorney's fees, arising out of or related to the Project and arising from property damage or bodily injury including death to any person or persons caused in whole or in part by the negligence or misconduct of the Provider except to the extent same are caused by the negligence or willful misconduct of the County. It is the intent of this provision to require the Provider to indemnify the County to the fullest extent permitted under North Carolina law.

9. Amendments to the Agreement

- a. Changes in Basic Services. Changes in the Basic Services and entitlement to additional compensation or a change in duration of this Agreement shall be made by a written Amendment to this Agreement executed by the County and the Provider. The Provider shall proceed to perform the Services required by the Amendment only after receiving a fully executed Amendment from the County.

10. Termination

- a. Termination for Convenience of the County. This Agreement may be terminated without cause by the County and for its convenience upon seven (7) days prior written notice to the Provider.
- b. Other Termination. The Provider may terminate this Agreement based upon the County's material breach of this Agreement; provided, the County has not taken all reasonable actions to remedy the breach. The Provider shall give the County seven (7) days' prior written notice of its intent to terminate this Agreement for cause. Either party may terminate this Agreement upon notice to the other party that obligations pursuant to this Agreement are made impractical due to declarations of emergency by Orange County or by North Carolina due to events directly impacting Orange County. Both parties shall remain responsible for all payment and performance due up to the receipt of such notice, but shall have no further obligation or responsibility beyond that date provided the terminating party has taken all reasonable steps to complete the performance of its obligations.
- c. Compensation After Termination.
 - i) In the event of termination, the Provider shall be paid that portion of the fees and expenses that it has earned to the date of termination, less any costs or expenses incurred or anticipated to be incurred by the County due to errors or omissions of the Provider. Upon request of the County, the Provider shall submit to County all

relevant documentation, including but not limited to, job cost records, to support its claims for final compensation.

- ii) Should this Agreement be terminated, the Provider shall deliver to the County within seven (7) days, at no additional cost, all deliverables including any electronic data or files relating to the Project.
- d. Waiver. The payment of any sums by the County under this Agreement or the failure of the County to require compliance by the Provider with any provisions of this Agreement or the waiver by the County of any breach of this Agreement shall not constitute a waiver of any claim for damages by the County for any breach of this Agreement or a waiver of any other required compliance with this Agreement.
- e. Suspension. County may suspend the Basic Services and this Agreement at any time for County's convenience and without penalty to County upon three (3) days' notice to Provider. Upon any suspension by County, Provider shall discontinue the Basic Services and shall not resume the Basic Services until notified to proceed by County.

11. Additional Provisions

- a. Limitation and Assignment. The County and the Provider each bind themselves, their successors, assigns and legal representatives to the terms of this Agreement. Neither the County nor the Provider shall assign or transfer its interest in this Agreement without the written consent of the other.
- b. Governing Law. This Agreement and the duties, responsibilities, obligations and rights of respective parties hereunder shall be governed by the laws of the State of North Carolina.
- c. Compliance with Laws. Provider shall at all times remain in compliance with all applicable local, state, and federal laws, rules, and regulations including but not limited to all state and federal anti-discrimination laws, policies, rules, and regulations and the Orange County Non-Discrimination Policy and Orange County Living Wage Policy (each Orange County policy is incorporated herein by reference and may be viewed at http://www.orangecountync.gov/departments/purchasing_division/contracts.php.) Any violation of this requirement is a breach of this Agreement and County may immediately terminate this Agreement without further obligation on the part of the County. This paragraph is not intended to limit and does not limit the definition of breach to discrimination. By executing this Agreement Provider affirms that Provider and any subcontractors of Provider are and shall remain in compliance with Article 2 of Chapter 64 of the North Carolina General Statutes. By executing this Agreement Provider certifies that Provider has not been identified, and has not utilized the services of any agent or subcontractor identified, on the list created by the State Treasurer pursuant to G.S. 147-86.58. By executing this Agreement Provider certifies that Provider has not been identified, and has not utilized the services of any agent or subcontractor identified, on the list created by the State Treasurer pursuant to G.S. 147-86.81.
- d. Dispute Resolution. Any and all suits or actions to enforce, interpret or seek damages with respect to any provision of, or the performance or non-performance of, this

Agreement shall be brought in the General Court of Justice of North Carolina sitting in Orange County, North Carolina. It is agreed by the parties that no other court shall have jurisdiction or venue with respect to such suits or actions. Binding arbitration may not be initiated by either Party, however, the Parties may agree to nonbinding mediation of any dispute prior to the bringing of a suit or action.

- e. Entire Agreement. This Agreement, together with the RFP and its attachments and the Proposal and its attachments, represents the entire and integrated agreement between the County and the Provider and supersedes all prior negotiations, representations or agreements, either written or oral. This Agreement may be amended only by written instrument signed by both parties. Modifications may be evidenced by facsimile signatures.
- f. Severability. If any provision of this Agreement is held as a matter of law to be unenforceable, the remainder of this Agreement shall be valid and binding upon the Parties.
- g. Ownership of Work Product. Should Provider's performance of this Agreement generate documents, items or things that are specific to this Project such documents, items or things shall become the property of the County and may be used on any other project without additional compensation to the Provider. The use of the documents, items or things by the County or by any person or entity for any purpose other than the Project as set forth in this Agreement shall be at the full risk of the County.
- h. Non-Appropriation and Government Action. Provider acknowledges that County is a governmental entity, and the validity of this Agreement is based upon the availability of public funding under the authority of its statutory mandate.

In the event that public funds are unavailable or not appropriated for the performance of County's obligations under this Agreement, then this Agreement shall automatically expire without penalty to County immediately upon written notice to Provider of the unavailability or non-appropriation of public funds. It is expressly agreed that County shall not activate this non-appropriation provision for its convenience or to circumvent the requirements of this Agreement.

In the event of a change in the County's statutory authority, mandate or mandated functions, by state or federal legislative or regulatory action, which adversely affects County's authority to continue its obligations under this Agreement, then this Agreement shall automatically terminate without penalty to County upon written notice to Provider of such limitation or change in County's legal authority.

- i. Signatures. This Agreement together with any amendments or modifications may be executed electronically. All electronic signatures affixed hereto evidence the consent of the Parties to utilize electronic signatures and the intent of the Parties to comply with Article 11A and Article 40 of North Carolina General Statute Chapter 66.
- j. Notices. Any notice required by this Agreement shall be in writing and delivered by certified or registered mail, return receipt requested to the following:

Orange County
Attention:
P.O. Box 8181
Hillsborough, NC 27278

Provider's Name & Address

IN WITNESS WHEREOF, the Parties, by and through their authorized agents, have hereunder set their hands and seal, all as of the day and year first above written.

ORANGE COUNTY:

PROVIDER:

By: _____

By: _____

Printed Name and Title

ORANGE COUNTY—INTERNAL USE ONLY

Finance Information

Vendor Name: _____ Vendor Contact Person: _____ Phone: _____ Address: _____ City _____ State: _____
Zip: _____ Department: _____ Amount: _____ Purpose: _____ Budget Code(s): _____ Vendor # _____
Vendor Status with NCSOS: _____ Vendor is a BOCC consultant: Yes No

Contract Details

Contract Type: New Amendment (Original Contract: _____) (Most Recent Amendment _____)
Effective Date _____ End Date _____ Notice Date _____ (Notice Purpose _____)

Award

Approved by Board (Agenda Date: _____); Made or Administered by _____

Signature Authority

- BOCC Express Delegation (Agenda Date: _____)
- Policy 9.4: Under \$5,000; Service Under \$90,000; Construction Under \$250,000
- Budget Policy Section XV (Capital Improvement Project: _____)

Bidding

Informal Bidding (\$30k-\$90k); Formal RFP (\$90k+); Other (<\$30k); Exception(# _____)

Department Affirmation

- This agreement is approved as to technical form and content and I as Department Director affirmatively state work on this project has not been initiated prior to execution of the agreement.
- This agreement is approved as to technical form and content. Services related to this agreement have already begun or been completed. Description of the nature of the emergency condition that was addressed:

Department Director's Signature _____ Date: _____

Information Technologies

This agreement has been reviewed and is approved as to information technology content and specifications:

Office of the Chief Information Officer _____ Date: _____

Inapplicable because no hardware/software purchases or related services

Risk Management

This agreement is approved for sufficiency of insurance standards, specifications, and requirements:

Office of the Risk Management Officer _____ Date: _____

Financial Services

This instrument has been pre-audited in the manner required by the Local Government Budget and Fiscal Control Act:

Office of the Chief Financial Officer _____ Date: _____

Legal Services

This agreement is approved as to legal form and sufficiency:

Office of the County Attorney _____ Date: _____

Clerk to the Board

All DocuSign contracts must be copied to the Clerk upon completion: occlerkdocs@orangecountync.gov
The following signature block is for hard copies only and is not required for DocuSign contracts:

Received for record retention:

Office of the Clerk to the Board _____ Date: _____